

IN THE MATTER OF A GRIEVANCE SETTLEMENT

BETWEEN:

BRITISH COLUMBIA PUBLIC SCHOOL EMPLOYERS' ASSOCIATION
The Board of Education of School District No. 54 (Bulkley Valley)

AND:

BRITISH COLUMBIA TEACHERS' FEDERATION
Bulkley Valley Teachers' Association

Re: TTOC Pay Grievance

WHEREAS the Union filed two grievances (54.2012.08 and 54.2013.01) alleging violation of the Teachers Teaching on Call pay provisions of the Collective Agreement in relation to secondary school TTOCs called in for less than a full day; and

WHEREAS the parties agreed to have Chris Sullivan arbitrate the Grievances; and

WHEREAS prior to the commencement of the arbitration proceedings the parties engaged in mediation; and

WHEREAS the parties agreed to the resolution of the grievances on the following terms:

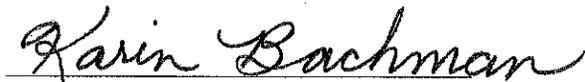
1. TTOCs will be paid 0.25 of a day's pay per block worked.
2. TTOCs called in to teach a class in the morning (first, second and third blocks), will receive at least two consecutive blocks of work and be paid at least 50% of a days pay reflecting the amount worked.
3. Where a single block of work occurs in the afternoon (fourth block), the Employer will make all reasonable efforts to also schedule the TTOC in the third block before the lunch break.

4. This settlement agreement shall be in effect until the end of the 2013-2014 school year, at which time the parties shall agree to continue it, modify it, or reinstitute the Grievances and proceed with arbitration.
5. The Employer will provide the Union with details of TTOC callouts and efforts made to schedule TTOCs for two blocks if there is a single block callout pursuant to paragraph 3. *KB*
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6. The Employer will provide TTOCs who were paid at less than 25% per block worked from December 1, 2012 to present with retroactive pay to bring the pay to 25% per block worked.
7. This agreement shall not impact the operation of Article B.2.7(c) of the Collective Agreement.
8. This settlement is without prejudice and shall not be referred to as precedent in any subsequent proceeding.
9. Chris Sullivan shall remain seized with jurisdiction to resolve any dispute that may arise out of the interpretation and/or implementation of this Settlement Agreement.

Dated this 21st day of January, 2014 in Smithers BC.



Employer



Union